



SLIDING SCALE DEFERRAL OF LAND USE TAX

Instructions For Application

Reference Chapter 848 of the Codified Ordinances of Loudoun County for detailed qualifying criteria, limitations and restrictions. Copies of Section 848.036 regarding the Sliding Scale Deferral are available through the Department of Management & Financial Services.

To complete the attached agreement, owner (s) must:

- 1) Type or print neatly (in pen) the complete name of all owners.
- 2) Provide the number of years for which the owner (s) are willing to restrict the use of the property (Paragraph C and Paragraph 2)
 - ♦ For **50% deferral**, the use restriction must be for a **minimum of 6 years**, but not more than 10
 - ♦ For **99% deferral**, the use restriction must be for a **minimum of 11 years**, but not more than 20
- 3) Circle the corresponding percentage deferral (Paragraph D and Paragraph 3.) All owners must initial where indicated. (Paragraph 3)
- 4) Circle the qualifying use (or uses) applicable to the property. All owners must initial where indicated. (Paragraph 2)
- 5) Initial Paragraph 4 to demonstrate an understanding of the liability for rollback taxes.
- 6) Sign the Agreement in the spaces provided on page 3 in the presence of a notary public, who may use the acknowledgement spaces provided on additional pages. **Note:** If signing the Agreement before a notary public outside the state of Virginia, the notary must affix his or her seal.
- 7) Complete the Recordation Cover Sheet and Exhibit A.
- 8) Return the completed Agreement, Cover Sheet and Exhibit, along with the information requested on the reverse of this form to:

OFFICE OF THE COUNTY ASSESSOR
1 HARRISON STREET S.E., MSC # 07
LEESBURG, VA 20177-7000

Department of Management & Financial Services staff is available Monday through Friday 8:30 to 5:00 for assistance in completing the agreement and can be reached via phone: (703) 777-0267, email: assessor@loudoun.gov or fax: (703) 771-5234. Loudoun County's Internet address is www.loudoun.gov.

When the agreement is approved as to form, and is signed by the appropriate County officials, it will be returned to the property owner (s). See the instructions on the reverse of this form. **Please note that the property owner is responsible for recording the agreement with the Office of the Clerk of Circuit Court for Loudoun County before January 1st of the tax year for which the deferral is sought.**

The property owner should read and understand the ordinance regarding the sliding scale deferral of taxes. **Rollback taxes may be assessed differently under the Agreement.**

Sliding Scale Deferral of Land Use Tax Checklist for Amended Agreements

To qualify for an additional deferral of real estate taxes, we agreed to restrict the use of our Property to a specific Qualifying Use, as provided by Chapter 848 of the Codified Ordinances of Loudoun County. We now wish to change the use of our Property to a different type of Qualifying Use but continue to be eligible for the additional deferral of real estate taxes under Chapter 848. We therefore submit the attached Amended Agreement.

PLEASE PROVIDE THE FOLLOWING INFORMATION. WE WILL NEED THIS INFORMATION TO CONTACT YOU IF WE HAVE A QUESTION ABOUT YOUR AMENDED AGREEMENT AND/OR TO RETURN THE APPROVED AMENDED AGREEMENT TO YOU FOR CORRECTION OR RECORDATION.

Owner(s) of record of real estate: _____

Mailing Address: _____

Daytime Telephone: _____

Evening Telephone: _____

E-mail Address (optional): _____

_____ Please call me at the Daytime Telephone number shown above when the Amended Agreement has been signed by the County.

_____ Please mail the Amended Agreement to me at the Mailing Address shown above when it has been signed by the County.

I understand that I am responsible for recording the Amended Agreement with the Office of the Clerk of the Circuit Court for Loudoun County.

OFFICE USE ONLY

Date Received:	Parcels in Land Use:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Election District:	Ownership verified:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Designated Uses(s):	Source deeds verified:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	PIN numbers verified:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Delinquent real estate taxes:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

THIS AGREEMENT is made as of _____, 20____, by and between _____ a ***{circle one}*** partnership / corporation / limited liability company (hereafter "**the Owner**"); and **THE COUNTY of LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereafter "**the County**").

RECITALS

A. The Owner is the owner and proprietor of certain parcels of real estate located in Loudoun County, Virginia, described on **Exhibit A** attached hereto (the "**Property**").

B. The County has adopted an ordinance providing for the use value assessment and taxation of real estate used for one of the purposes specified in §58.1-3230 of the *Code of Virginia* (1950, as amended) (a "Qualifying Use"), which includes a provision for lower assessment, on a sliding scale, for qualifying real estate held by the owner for the periods of time set forth therein.

C. The Owner is willing to restrict the use of the Property to one of the Qualifying Uses for a period of _____ (_____) years in order to be eligible for additional deferment of real estate taxes on the Property.

D. The County is willing to defer up to (*circle one and initial by all owners*)
fifty percent (50%) _____ **ninety-nine percent (99%)** _____
(6 year minimum; 10 year maximum) (initial) (11 year minimum; 20 year maximum) (initial)

of the use value taxes otherwise assessed for the period of time that the Owner restricts the use of the Property to one of the Qualifying Uses.

NOW THEREFORE, in consideration of the premises and mutual benefits, covenants and terms of this Agreement, the parties agree as follows:

1. This Agreement shall apply to the parcels of real estate described in **Exhibit A**, attached.

2. The Owner agrees that for a period of _____ (_____) years from the date of this Agreement, the Property shall be devoted to *(circle one and initial by all owners)*

Agricultural use _____
[initial]

Horticultural use _____
[initial]

Forest use _____
[initial]

Open Space use _____
[initial]

as set forth in *Virginia Code* §58.1-3230.

3. The County agrees that for the period of time that the Property remains restricted to the Qualifying Use specified above *[circle one and initial by all owners]*

fifty percent (50%) _____ **ninety-nine percent (99%)** _____
(6 year minimum; 10 year maximum) (initial) (11 year minimum; 20 year maximum) (initial)

of the use value taxes otherwise assessed on the Property will be deferred.

4. _____ The Owner understands that the Property shall be
[initial]
subject to rollback taxes calculated as described in §58.1-3237(C) of the *Code of Virginia* if

- a. the use of the Property changes; or
- b. the zoning of the Property changes to a more intensive use at the request of the Owner or the Owner's agent; or
- c. the Property is subdivided and the Owner does not comply with the provisions of §848.055 of Chapter 848 of the Codified Ordinances of Loudoun County.

This Agreement is made in accordance with §58.1-3230, *et seq.*, of the Code of Virginia (1950, as amended); with the approval of the Board of Supervisors of Loudoun County, Virginia, as shown by the signatures affixed to this Agreement; and is with the free consent and in accordance with the desire of Owner.

The Owner warrants that this Agreement is made and executed pursuant to authority properly granted by the **{circle one}** partnership agreement / charter, bylaws and action of the Board of Directors / articles of organization, operating agreement or majority vote of the members of the Owner.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed, under seal.

[Name of Owner]

By: _____ (SEAL)

Its: _____ [Title]

By: _____ (SEAL)

Its: _____ [Title]

Accepted pursuant to Virginia Code § 58.1-3234

APPROVED AS TO FORM:

THE BOARD OF SUPERVISORS OF
LOUDOUN COUNTY, VIRGINIA

Assistant County Attorney

By: _____

For: KIRBY M. BOWERS
County Administrator

COMMONWEALTH OF VIRGINIA

COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of _____, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of _____, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as the duly authorized designee of KIRBY M. BOWERS, County Administrator for the County of Loudoun, authorized to act on behalf of THE BOARD OF SUPERVISORS FOR LOUDOUN COUNTY, VIRGINIA, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____,
20_____.

Notary Public

My commission expires: _____

LAND USE AGMT\SSLUA#2.FRM
October 2001 Edition

EXHIBIT A to
USE VALUE ASSESSMENT AGREEMENT
between _____ (“the Owner”)
and THE COUNTY of LOUDOUN

The real estate, which is the subject of the attached Agreement, is designated as

PIN # _____ -- _____ -- _____;

PIN # _____ -- _____ -- _____;

PIN # _____ -- _____ -- _____;

PIN # _____ -- _____ -- _____;

PIN # _____ -- _____ -- _____;

PIN # _____ -- _____ -- _____;

PIN # _____ -- _____ -- _____;

PIN # _____ -- _____ -- _____;

PIN # _____ -- _____ -- _____;

PIN # _____ -- _____ -- _____

A more particular description of the Property may be found in the deed(s) by which the Owner acquired the Property, which is/are found in the Loudoun County land records –

In Deed Book _____ at Page;	as Instrument No. _____
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In Deed Book _____ at Page;	as Instrument No. _____
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In Deed Book _____ at Page;	as Instrument No. _____
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In Deed Book _____ at Page;	as Instrument No. _____
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